

AGWSR CSD/EA

07.08

RECEIVED

2007 JUN 26 AM 8:43

PUBLIC EMPLOYMENT
RELATIONS BOARD

2007 - 2008

AGWSR

MASTER CONTRACT

TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	
2	I	Preamble
3	II	Recognition
4	III	Impasse
5-9	IV	Grievance Procedure
10-12	V	Staff Reduction
13	VI	Sick Leave,
14	VI	Personal Leave, Jury Duty,
15	VI	Professional, Association, Bereavement,
16	VI	Emergency Leave
16	VI	Unpaid Extended Leaves, Other Leaves
17	VII	Hours and Holidays
18-19	VIII	Dues Deduction
20	IX	Health and Safety
21	X	Travel Expenses
21-24	XI	Evaluation Procedures
25-26	XII	Wages and Salaries
27	XIII	Supplemental Pay Schedule
28	XIV	Extra Duty Pay
29	XV	Insurance
30	XVI	Vacancy Procedure
30	XVII	Reassignment Procedure
31	XVIII	Compliance Clauses & Duration
32	XIX	Phase III Monies
33		Schedule "A" Salary Schedule
34-35		Schedule "B" Supplementary Pay Schedule
36		Signatures

Preamble

1 The AGWSR Community School District and the AGWSR
2 Education Association recognize that the aim of the
3 public school is to provide a quality education program for
4 the students and your of the School District.
5
6 Whereas, the parties have reached certain understanding
7 which they desire to confirm in this Agreement, it is agreed
8 as follows.

ARTICLE II
Recognition

A

Unit

1 The AGWSR Community School District hereby
2 recognizes the AGWSR Education Association as the
3 certified, exclusive and sole bargaining representative for all
4 personnel as set forth in the PERB certification instrument
5 (Case #213) issued by the PERB on the 27th day of June, 1975,
6 where under contract, either verbal or written, by employed,
7 on leave, or on a per diem, hourly or class rate basis
8 (employed by the AGWSR Community School District):
9 The two (2) parties do agree, however, that under verbal
10 contract, extended employment rights are not applicable.
11

12 The unit described in the above certification is as follows:
13

14 Included: All professional employees, including classroom
15 teacher, librarians, guidance counselors, and school
16 nurse.
17

18 Excluded: Superintendent, principals, all non-professional
19 employees, the athletic director, and all other
20 employees excluded by Section 4 of the Act.
21

22 B Definitions

- 23
- 24 1. The term "employee", as used in this Agreement, shall
25 mean all professional employees represented by this
26 Association in the bargaining unit as defined and certified
27 by the Public Employment Relations Board.
28
 - 29 2. The term "Association", as used in this Agreement, shall
30 mean the AGWSR Education Association, or its
31 duly authorized representatives or agents.
32
 - 33 3. The term "Board", as used in this Agreement, shall mean
34 the Board of Education of the AGWSR Community
35 School District, or its duly authorized representatives.

ARTICLE III

Impasse

1 The impasse procedures to be utilized by the AGWSR
2 Community School District and the AGWSR Education
3 Association will be those provided for in the Public
4 Employment Relations Act, Sections 20, 21, and 22, and
5 adopted by the 1975 Iowa General Assembly, provided,
6 however, both parties shall file a joint request with the
7 Federal Mediation and Conciliation Service for appointment of a
8 mediator. Mediation will be filed according to the most recent PERB 9 Act.

10
11 In the event both parties do not agree to file a joint request,
12 either party retains its power to file a request with the
13 Federal Mediation and Conciliation Service according to the most
14 recent PERB Act.

ARTICLE IV
Grievance Procedures

A Definitions

Grievance - A grievance is a claim by any employee of an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.

Aggrieved Person - An "aggrieved person" is a person, or persons, or the Association making the complaint.

Party of Interest - The employee, or group of employees, administration, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

B Procedure

1. Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise affecting employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Time Limits - The failure of any individual or group of individuals to institute this grievance procedure within twenty (20) school days of the alleged grievance will automatically cancel that alleged grievance and any further appeal for the same. The failure of the appropriate administrator to render a decision within the specific time limits shall permit the grievant to proceed to the next step. Time limits at the level steps may be extended by mutual written agreement.

3. Class Grievance - Class (school wide) grievances involving more than one principal may be filed by the Association at level three within twenty (20) school days of the alleged grievance. A copy must be filed with each principal in order for the grievance to be valid.

ARTICLE IV
Grievance Procedures (2)

C. Steps

Level One - Principal or Individual Supervisor (Informal)

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grieving employee and/or the Association and the building principal.

Level Two - Principal (Formal)

If a grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within (10) working days after the informal conference with the building principal. The written grievance should state the nature of the grievance, shall note the specific clause, or clauses, of the grievance, and shall state the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the employee and/or the Association and the Superintendent within ten (10) working days after receipt of the grievance.

Level Three - Superintendent

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) working days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee and/or the Association and the principal. If the aggrieved employee and/or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) working days of receipt of said grievance, the aggrieved employee and/or the Association may transmit the grievance to the Board by filing a written copy with the secretary or other designee of the Board. (The aggrieved employee and/or the Association or the Board may bypass Level Four and proceed directly to Level Five.)

ARTICLE IV
Grievance Procedures (3)

Level Four - Board of Education

The Board, at its next regular meeting, may meet with the aggrieved employee and/or the Association on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) working days after said meeting. A copy of such disposition shall be furnished both employee and/or the Association.

Level Five - Arbitration

1. If the aggrieved employee and/or the Association is not satisfied with the disposition of the grievance by the Superintendent or the Board, or if no disposition has been made within the time limits prescribed, the aggrieved employee and/or the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
2. If the grievant and/or the Association determine that the grievance is meritorious, a request to submit to arbitration must be in writing, signed by the aggrieved party, and must be filed in the office of the Superintendent within five (5) working days following the decision to file.
3. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
4. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) days after said notice is given. If the two (2) parties fail to reach an agreement on the arbitrator within seven (7) days, the parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, but upon the event seven (7) are not available, five (5) will be used. Each of the two (2) parties will alternately strike one name at a time, with the party requesting the arbitration striking first. The last person remaining shall be the arbitrator. The arbitrator shall be notified of his selection by a letter from the School District or the grievant and/or the Association requesting that he set a time and place, subject to the availability of the Board, grievant and/or the Association.

ARTICLE IV
Grievance Procedures (4)

1 5. The grievance shall be heard by a single arbitrator and
2 both parties may be represented by such person, or
3 persons, as they may choose and designate, and the
4 parties shall have a right to submit evidence, offer
5 testimony, and make oral or written arguments relating
6 to the issues before the arbitrator.

7
8 6. The arbitrator shall attempt to submit in writing his
9 decision within thirty (30) days following the close of the
10 hearing or the submission of briefs by the parties,
11 whichever is later, unless the parties agree to an
12 extension thereof. The arbitrator's decision shall be
13 based solely upon his interpretation of the meaning or
14 implication of the express terms of this Agreement to the
15 facts of the grievance presented and the decision will be
16 binding on the parties.

17
18D. Miscellaneous

19 1. Improper Filing - If an employee or the Association files
20 any claims or complaint in any other form than under
21 the Grievance Procedure of this Agreement, then the
22 School District shall not be required to process the same
23 claim or set the facts through the Grievance Procedure.

24
25 2. Costs - The costs for the services of the arbitrator,
26 including per diem expenses, if any, travel, subsistence
27 expenses, and the cost of the hearing room, shall be
28 borne equally by the Board and the Association. Any
29 other expenses incurred shall be paid by the party
30 incurring the same.

31
32 3. Representation Rights - Any alleged aggrieved person
33 may be represented at all stages of the Grievance
34 Procedure by himself, or, at his option, by a representative
35 of the Association. The Administration may be
36 represented by any person or agent so appointed.

37
38 4. Meetings and Hearings - All meetings and hearings under
39 this procedure shall be conducted in private and shall
40 include only witnesses, the parties of interest, and their
41 designated or selected representatives.
18

ARTICLE VI
Grievance Procedures (5)

- 1 5. Separate Grievance File - All documents, communications
2 and records dealing with the processing of a grievance
3 shall be filed in a separate grievance file and shall not be
4 kept in the personnel file of any of the participants but
5 shall be open to inspection by the grievant upon request
6 and at reasonable times, which inspection shall be limited
7 to the particular grievant's personal grievance file.
8 There shall be no unauthorized release of personal
9 grievance file contents without written permission of the
10 individual employee.

ARTICLE V
Staff Reduction

Whenever, in the sole and exclusive judgment of the Board, it is necessary to reduce staff, the following procedures shall be applied:

1. When possible, the reduction shall be accomplished by attrition.
2. To the purpose of this Article, the term "position" shall mean:
 - (a) All employees in levels PreK-6 of the educational program including those Chapter I assignments filled by teachers who are qualified for the regular classroom; or
 - (b) Employees in levels 7-12 by subject category; or
 - (c) Employees in special area PreK-12 in special areas of music, art, physical education, library, school nurse, and resource room.
3. The employees within the positions to be reduced shall be laid off according to the following criteria:
 - Teaching ability and performance as determined by formal and informal evaluation procedures.
 - Total number of years of continuous teaching experience in the AGWSR Community School District.
 - Breadth and depth of certification endorsements and educational preparation.
 - The need to maintain programs.

B. Recall:

1. Any employee laid off while this policy is in effect shall have recall rights for a period of two (2) years to any vacant position for which an employee is certified and qualified. The order of reinstatement shall be in reverse order in which teachers were notified of the layoff. (the last employee laid off will be the first one reinstated.)

ARTICLE V
Staff Reduction (2)

- 1 2 Any employee laid off may engage in teaching, or any
2 other occupation, during such period, and such layoff will
3 not result in a loss of credit for years of service in the
4 District earned prior to the layoff.
- 5
6 3 Any employee re-employed by exercise of recall rights
7 will be reinstated at the same salary, related benefits,
8 and experience as if their last year of regular
9 employment had been the year immediately prior to the
10 year of re-employment (e.g., if at the time of layoff, the
11 employee was on Step 10, employee upon re-employment
12 would proceed to step 11.)
- 13
14 4 Any employee who, for reasons of staff reduction or
15 realignment, resigns upon request or is laid off for such
16 reasons, shall be accorded the recall rights provided by
17 this Article unless specifically waived in writing by the
18 employee. The Board shall annually provide the
19 Association with a current list of those employees who
20 currently retain such rights.
- 21
22 5 Notice of recall will be given by registered or certified
23 mail to the last address furnished to the Board by the
24 employee. It is the responsibility of the employee to
25 update his/her current address each year. A copy of
26 such notice of recall will be furnished to the Association
27 by personal delivery or ordinary mail. If the employee
28 fails to respond within ten (10) days after mailing of the
29 notice of recall, the employee will be deemed to have
30 refused the position offer.
- 31
32 C. Seniority
- 33
34 1 Seniority means an employee's length of full-time
35 continuous service with the Steamboat Rock Community
36 School District, Wellsburg Community School District, Ackley
37 Geneva Community School District, AGWSR Community
38 School District, and/or Wellsburg-Steamboat Rock Community
39 School District since the employee's last semester of hire.
40 A part-time employee shall accrue seniority on a pro rata basis
 (FTE-Fulltime Equivalency).
- 2 The employer shall post in all buildings a seniority list by
 September 30 of each year and shall furnish a copy to the
 Association.

ARTICLE V
Staff Reduction (3)

1 2 Seniority and the employment relationship shall be
2 broken and terminated if any employee: (a) resigns; (b)
3 is discharged for just cause; (c) is absent from work
4 without notification to and authorization from the
5 administration; (d) fails to report to work within ten (10)
6 days after having been recalled; (e) is absent from work
7 for any reason for a period of twenty-four (24) months;
8 (f) is retired.

ARTICLE VI

Leaves

A Sick Leave

Each employee shall be granted leave of absence for (medically related disability) with full pay in the following amounts:

The first year of employment	-	11 days
The second year of employment	-	12 days
The third year of employment	-	13 days
The fourth year of employment	-	14 days
The fifth year of employment	-	15 days
The sixth and subsequent year of employment	-	16 days

Sick leave shall accumulate to a maximum of one hundred ten (110) days including those days added for the current year.

The Employer shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such sick leave. Employees who begin work after the beginning of the school year shall be granted a pro rata share of the days allowed.

Employees shall receive a record of their accumulated sick leave at the end of the school year.

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year in which the sick leave has been exhausted. Leaves granted pursuant to this paragraph may be renewed each year subject to the approval of the Board. The employee may continue all available fringe benefits provided by this Agreement for the duration of said leave at his/her expense.

ARTICLE VI
Leaves (2)

1 B

Paid Temporary Leaves

2

3

1

Personal Leave

4

5

6

7

8

9

10

11

12

13

14

- (a) Employees will be allowed up to two (2) paid days per year at the employee's discretion. Except for mandatory court appearances, personal business leave days will not be granted during the first or last week of the school year. Personal business leave days will not accumulate. No more than two (2) teachers per attendance center or a total of three (3) teachers will be permitted to use personal days on the same day. Except in emergency situations, employees must request said leave in writing to the principal at least three (3) days in advance. Teachers will receive current substitute pay for each unused personal leave day.
- (b) Employees may choose to carry over up to two (2) personal leave days for the next school year. These days may not accumulate beyond four days. No more than two consecutive school days of personal leave may be taken at any one time.

15

16

2

Jury Duty

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

- (a) An employee who is called for jury service shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the Employer and the salary of the employee shall be reduced in the amount the employee received for jury service. It is understood that no such payment will be made to an employee for such service on any day the employee would not have worked for the School District.
- (b) In order to receive the payment under this Section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee not required to perform jury duty all day shall return to work.

ARTICLE VI
Leaves (3)

3 Professional Leave

Attendance of educational meetings is permitted at the employee's normal rate of pay if such absence is approved by the employee's principal. A written request for approval of such absence must be presented in writing to the principal at least ten (10) days prior to the first day of anticipated absence. Professional days shall be used for the purpose of:

- (a) Visitations to view other instructional techniques or programs.
- (b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

4 Association Leave

- (a) Representatives of the AGWSR Education Association shall receive, not to exceed two (2) days, paid leave for attendance at the I.S.E.A. delegate assembly. Two (2) additional days may be used for other Association business, provided, however, the Association pays for the substitute.
- (b) Closed session negotiations may take place during regular school hours, with the employees involved excused from teaching duties at the Board's discretion.

5 Bereavement Leave

Certified personnel shall be granted leave of absence at full pay for funerals not to exceed five (5) days per case in the immediate or step family (wife, husband, child, father, mother, brother, sister, grandparents, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law). Up to one (1) day of leave may be granted to attend the funeral for the death of a student or an employee of AGWSR Community School District, or other relative not covered above.

ARTICLE VI

Leaves (3)

6 Emergency Leave

Certified personnel shall be granted up to three (3) days per case for serious illness or emergency in the immediate family. Said leave shall not be used for any other purpose and will not accumulate.

C Unpaid Extended Leaves

Employees may request leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for up to one (1) additional semester following the conclusion of the semester in which the leave commenced. An employee shall file an application to the Superintendent. Extended leaves of absence may be granted for health or family responsibilities which may include child nurturing. The employee's service will resume in accordance with the leave of absence agreement approved by the Superintendent.

While on extended leave, the employee's interest in the retirement funds and accumulated sick leave shall be frozen unless the employee has qualified for advancement on the salary schedule pursuant to Article XII prior to departure on leave. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which the employee has qualified at the time of the commencement of the leave.

An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the next year.

D Other Leaves

1 Additional temporary or extended leaves of absence (paid or unpaid) may be granted at the discretion of the employer.

2 Paid leave for the purpose of adopting a child shall be granted, for a period up to six (6) weeks with the employee paying the substitute's salary, if a substitute is hired. Paternity leave shall be according to new Clinton bill.

ARTICLE VII

Hours

1	A	Hours	
2			
3		1	The regular work day shall be 8 hours, with flexible hours approved by
4			Principal and Superintendent, except on Fridays and days
5			preceding holidays and vacation periods when the
6			work day shall end with the departure of the
7			route school buses. If the need arises that a teacher be
8			late or leave early, prior notification to the building principal
9			will enable the teacher and principal to arrange appropriate
10			make-up time.
11		2	On contract days, when because of bad weather
12			closing and students are not required to be in
13			attendance, the employees shall not be required to
14			be present. If students are dismissed early for such
15			reason, employees shall not be required to stay
16			after departure of the route school buses.
17		3	Part-time employees attending inservice
18			assignments beyond total number of hours required
19			shall be compensated at the proportional per diem
20			rate, or equal amount of time.
21			

ARTICLE VIII
Dues Deduction

1 A Authorization

2
3 Any employee who is a member of the Association may
4 sign and deliver to the Board Secretary an assignment
5 authorizing payroll deduction for professional dues. The
6 Association will inform its members of the dues
7 deduction system and provide the necessary
8 authorization forms for the deduction. Deduction for
9 dues shall be limited to dues for the current year.

10
11 B Regular Deduction

- 12
13 1 Pursuant to a deduction authorization, the Board
14 Secretary shall deduct a set amount from the
15 regular salary check of the employee each month
16 for ten (10) months beginning in November.
17
18 2 New employees who start school after November 1
19 shall be allowed to have their dues pro-rated on the
20 basis of the remaining months through August.
21
22 3 The Association will reimburse the District ten
23 dollars (\$10) for any employee requesting that
24 his/her dues be deducted on a pro rata basis after
25 November 1.

26
27 C Duration

28
29 Such authorization shall continue in effect for ten
30 months. A new deduction checkoff authorization will be
31 required for each year. The authorization form must be
32 in the hands of the Board Secretary by November 1st of
33 each year.

34
35 D Termination

36
37 A member may terminate the deduction checkoff at any
38 time by giving thirty (30) days written notice to the
39 Board Secretary and the Association.

ARTICLE VIII
Dues Deduction (2)

1
2
3
4
5
6
7
8
9

E Protection Clauses

The Association and employees agree to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction. Computational errors will be corrected by the parties.

ARTICLE IX
Health and Safety

1 A Physical Fitness

2
3 All continuing employees at the conclusion of every third year
4 of service shall provide evidence of physical fitness. Such
5 evidence shall be limited to a statement from a licensed
6 physician of the employee's choice attesting to the employee's
7 physical fitness and freedom from tuberculosis. Such evidence
8 shall be filed with the Superintendent within ten (10) working
9 days of the beginning of the school year. The AGWSR School District
10 shall pay for the examination up to a maximum of Forty-Five
11 Dollars (\$45.00) per employee to the examining physician.

12
13 B Safety Procedures

14
15 The Board shall attempt to provide and maintain a safe place of
16 employment, duties associated with their employment, to be
17 alert to unsafe practices, conditions, or equipment and to report
18 the same to their immediate supervisor on a form provided by
19 the Employer.

20
21 C Protective Devices

22
23 Eye-protective and ear-protective devices, according to the Code
24 of Iowa, shall be provided without cost to the employee, and the
25 employee shall be required to utilize the same according to the
26 Code of Iowa.

ARTICLE X
Travel Expenses

1 If an employee is required by the Employer to travel in school-
2 related activities, the employee shall first make a request of
3 the Employer for transportation to be provided by the
4 Employer at the Employer's expense. If the employee is
5 required to use their automobile, the employee shall be
6 reimbursed for mileage as provided by Chapter 79.9 of the
7 Iowa Code. Meals and lodging, authorized by the Employer,
8 will be paid on an actual cost basis. Receipts for all expenses
9 should be attached to the vouchers which shall be filed with
10 the Board Secretary on or before the first day of each month.

ARTICLE XI
Evaluation Procedures (1)

1. Notification

Prior to October 1, the employer will acquaint the employees with the procedures and instruments to be used in the evaluation process. No evaluation shall take place until such orientation has been completed. Should the employer decide to change the instrument, the employer will provide employees with an orientation to the new instrument before it is to be put into use.

2. Required Formal Classroom Observations

All formal classroom observations of the employee shall be conducted with the full knowledge of the employee. A new employee who is a beginning teacher shall be formally evaluated at least twice annually during the first two years of employment. A new employee with previous experience shall be formally evaluated at least twice during the first year of employment. A continuing employee shall be formally evaluated with a performance review at least once every three years. The employer shall evaluate each employee formally in writing. Each formal written evaluation shall be preceded by at least one (1) formal observation of at least twenty (20) consecutive minutes.

3. Conference and Written Copy

A conference shall be held between the employee and the building principal or immediate supervisor within ten (10) school days of the formal observation. A copy of the post-observation form signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but, rather, awareness of content. No teacher shall be required to sign a blank or incomplete form.

ARTICLE XI
Evaluation Procedures (2)

4. Informal Evaluation

The employer may utilize other methods of informal evaluation. If the employer places a formal written document in an employee's personnel file which he or she either prepared him or herself or received from a patron of the District, the employee shall be given a copy of the document within (1) school day of the time the document is placed in the file. At the request of either party, a conference will be held within ten (10) school days after the document is placed in the file. The employee shall have the right to submit an explanation or other written statement regarding any informal evaluation placed in his/her file. Any written statement submitted by an employee shall be submitted within ten (10) school days of the date of the conference or date of filing, whichever is later. Such statement shall be signed by both parties and attached to the evaluation. The employer's signature does not necessarily mean agreement with the information in the statement, but rather awareness of the content.

5. Completion of Performance Reviews and Comprehensive Evaluations

During the post-observation conference, or during a separate meeting subsequent to the formal observation, the teacher and evaluator shall review observation summary(ies) and written materials, including the Iowa Teaching Standards Worksheet, submitted by the teacher. The evaluator shall determine if competence with Iowa Teaching Standards and criteria have been satisfactorily demonstrated. During this meeting the evaluator and teacher shall discuss any additional information or artifacts that are needed to demonstrate competence with the Iowa Teaching Standards. By May 15 for those teachers beyond their second year of service, the evaluator shall complete the Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Performance Review. By March 30 for those teachers in their second year of teaching, the evaluator shall complete and discuss the Comprehensive Evaluation.

6. Response

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, the employee may, within ten (10) school days of the conference, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections should be signed by both parties to indicate awareness of content.

ARTICLE XI
Evaluation Procedures (3)

7. Individual Career Development Plans

Career teachers (any teachers who have successfully completed the mentoring program or are fully licensed) shall submit individual career development plans and meet with the evaluator by October 1. As determined by the evaluator, necessary changes to the plan shall be accomplished within ten (10) school days of this meeting. Modifications of a plan may be made at any time by mutual agreement. The review of the individual career development plan shall occur annually .

8 Personnel File

Each employee shall have, upon request, the right to review the formal and informal evaluation documents contained in his/her file.

9 Right to Grieve

An employee has the right to respond in writing to any evaluation documents. The employee shall have the right to receive a copy of any of the evaluation documents.

In any proceeding in which the School District attempts to use past evaluations to justify adverse action taken against a teacher, including such adverse action as withholding a step increase, suspension, termination, layoff or placement on probation, the teacher or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluations.

All time lines as they pertain to filing a grievance are hereby waived in regards to challenging past evaluations once adverse action is taken by the School District. In the arbitration proceeding, the School District has the burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations.

10 Abuse

It shall be the policy of the Board/Administration to immediately notify any employee as soon as the Board/Administration is aware of any possible abuse charges brought by any party against a staff member and keep said members informed of any and all proceedings.

ARTICLE XII
Wages and Salaries

1 A Schedule

2 The salary of each employee covered by the regular salary
3 schedule is set forth in Schedule A, which is attached hereto
4 and made a part thereof.

5 B Placement on Salary Schedule

6 Each new employee, upon signing an individual contract with
7 the AGWSR School System, may receive up to eight (8)
8 years on the AGWSR salary schedule for that much
9 experience in any accredited school outside the local system.
10 Further credit may be given at the discretion of the Board of
11 Education. Prior service credit will apply to teacher placement
12 on the salary schedule only. Up to eight (8) years on the
13 supplemental schedule may be granted for prior experience.

14 C. Advancement on the Salary Schedule

15 Employees on the salary schedule shall be granted one (1)
16 increment vertical step on the appropriate salary schedule on
17 the appropriate educational lane for each year of employment to
18 the maximum step on that educational lane. The AGWSR
19 School District may pay coaches up to \$300.00 additional
20 compensation when the district cannot find local coaches and
21 must hire out-of-town coaches to save the program.
22 Teachers who complete the necessary college semester hours
23 which will move them from one educational lane to a higher
24 educational lane on the Salary Schedule shall move to the
25 proper vertical step on the higher lane. In order for an
26 employee to advance from one educational lane to the next, the
27 employee must complete the necessary hours in their teaching
28 field. For hours outside their field, the employee must get prior
29 written approval from the Employer. Movement to a higher
30 educational lane will be made once annually, at the September
31 pay day. An official transcript of the college semester hours
32 and/or degree completed must be submitted to the Board
33 Secretary in the School business office no later than September
34 10. If an official transcript for a teacher is unavailable by
35 September 1, the teacher's copies of the grade reports and/or a
36 letter from his/her college's or university's registrar stating
37 that credit has been awarded will be accepted as temporary
38 proof. However, an official transcript must be received by
39 September 10 or the movement to a higher educational lane will
40 be terminated. For an employee to advance from one
41 educational lane to another, notification to the Superintendent of
42 the teacher's intentions to do so must be made by May 30th of
43 each year.
44
45

Article XII
Wages and Salaries (2)

- 1 D. Method of Payment
- 2 1. Each employee shall be paid in twelve (24) equal
- 3 installments on the 10th & 25th of each month.
- 4 2. When a pay date falls on or during a school holiday,
- 5 vacation, or weekend, employees shall receive their pay
- 6 checks on the last previous working day.
- 7 3. Summer checks, other than for summer school teachers,
- 8 shall be mailed to the address designated by the employee.
- 9 4. Teachers shall have the option of having their checks deposited
- directly to the financial account of their choice.
5. Employees may elect, prior to September 1 of each year,
- to have annuities deducted from their wages. Changes by
- an employee to their annuities will be only be allowed two
- times per year.
- 10 E. Extended Year Contract Rate
- 11 The salary schedule is based upon a 189 regular day contract
- 12 year. Any employee who is offered and accepts an assignment
- 13 beyond the 189 days, and which is not covered by the
- 14 supplemental pay schedule, will be compensated at a pro-rata
- 15 rate of his/her 9 month contracted salary.
- 16
- 17 F. Driver's Education
- 18 For the 2007-2008 school year the Driver's Education Instructor
- 19 shall be paid \$160.00 per student.
- 20
- 21
- 22 G. School Nurse
- 23 The School Nurse will be granted a salary increase equal to the
- 24 average percentage increase of the employees covered by this
- 25 contract.
- 26
- 27 H. Shared Position
- 28 Any person involved in a sharing arrangement requiring travel
- 29 from the district shall be negotiated on an individual basis by
- 30 association representatives and the School Board.
- 31
- 32 I. Admittance
- 33 All employees' spouses and family members in grades
- 34 Kindergarten through Twelfth grade covered by this contract
- 35 shall receive free admittance to all AGWSR Athletic
- 36 events. (State Sponsored Tournaments Excluded)

ARTICLE XII
Wages and Salaries

J. Teacher Quality Compensation Allocation

If the District participates in the Student Achievement and Teacher Quality Program (SF 476), the following distribution method will be used. This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2007-2008.

1. Minimum salaries will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed to eligible teachers according to the law.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2007-2008 school year. Funds will be distributed as soon as possible after district has received the designated funds from the state. Funds will be distributed no later than February 15, 2008.

Article XIII
Supplemental Pay Schedule

- 1 The extra-curricular activities listed in Schedule B are school
- 2 sponsored activities assigned by the Board.

ARTICLE XIV
Extra Duty Pay

1 A. Definition

2 For the purpose of this Agreement, an extra duty is an assigned
3 duty performed by the employee during the contract year after
4 regular school hours or on a day when school is not in session.
5

6 B. Extra Duty Assignments

- 7 1. Those extra duty assignments qualifying for extra duty
8 pay will be working at athletic events (other than
9 officiating); selling tickets at plays or musicals; riding
10 spectator bus to athletic events; supervision at dances;
11 bus driving by coaches for away events; float building
12 and dismantling.
13 2. An effort will be made to assign extra duties to qualified
14 and interested employees on a voluntary basis. Any
15 duties not taken care of on a voluntary basis will be
16 assigned. In the event that a staff member covered by
17 this contract, cannot perform the duty, non certified
18 personnel may work the duty and be paid the same
19 method as other members of the bargaining unit. If a non-
20 certified staff member is to perform a duty, the office is
21 to be notified.
22

23 C. Compensation

24 For the 2007 - 2008 school year, Sixteen Thousand Dollars
25 (\$16,000.00) will be budgeted for extra duty pay. All
26 compensation for extra duties will be paid in June, by dividing
27 the total number of hours worked into the total extra duty pay to determine the
29 amount of money paid per hour. Each employee will then be
30 paid the per-hour salary times the number of hours worked.
31

32 D. Recording Duties

33 Each employee will turn in his/her extra duty log to the Association Representative(s)
34 for review. Those approved logs will then be submitted to the Board Secretary for
35 payment.
36

37 For the purpose of reporting, the time worked at each event will be recorded
38 by the hours, rounded to the nearest one-half (1/2) hour, with each hour
39 equaling one (1) extra duty point.

ARTICLE XV

Insurance

- 1 A Type
- 2 1 Health and Major Medical
- 3 The AGWSR Community School District shall
- 4 provide full Employee's Hospitalization and Major Medical
- 5 Insurance of the Employer's choice, provided the coverage
- 6 is comparable to existing Principal PPO 500 Plan. The School Board
- 7 Secretary shall instruct new employees how they can be
- 8 covered during the first month of each school year.
- 9 2 Worker's Compensation
- 10 The School District shall provide Worker's Compensation
- 11 coverage for all employees, as provided by law.
- 12 3 Long Term Disability
- 13 The School District shall provide Long Term Disability
- 14 Insurance for all full-time employees and all regular part-
- 15 time employees working over twenty (20) hours per week.
- 16 4 Life
- 17 The Employer will provide each regular full time
- 18 employee a \$20,000 term life insurance policy of the
- 19 Employer's choice.
- 20 5. Dental Insurance
- 21 The school district will pay 50% (one-half) of full dental coverage for
- 22 employees of the AGWSR School District.
- 23 B Coverage
- 24 Employees new to the District shall be covered by the Board-
- 25 provided insurance no later than one (1) month after initial
- 26 employment.
- 27 C Description
- 28 The Board shall provide each employee a description of the
- 29 insurance coverage provided herein within ten (10) days of the
- 30 beginning of the school year or date of employment, which shall
- 31 include a clear description of conditions and limits of coverage
- 32 as provided above. The Board will be responsible for providing
- 33 insurance information in the form of applications and
- 34 enrollment.
- 35 D Continuation
- 36 Employees on paid leaves shall continue to have Board
- 37 contributions made on insurance according to the level above
- 38 described.
- 39 Employees on non-paid leaves for one (1) month or longer shall
- 40 have the option to continue any or all of the Board-paid
- 41 programs by paying the premiums themselves to the Board
- 42 within fifteen (15) days of the billing date, subject to carrier's
- 43 policy provisions.
- 44 The Board and the Association agree that the extra-curricular
- 45 activities listed in Schedule "B" and Article XIV are official
- 46 school-sponsored activities covered by school insurance and
- Worker's Compensation.

ARTICLE XVI
Vacancy Procedure

1 The Board agrees to notify the Association and the employees of
2 employment opportunities within the AGWSR Community
3 School District. When a vacancy occurs, such notice shall be posted
4 in each building faculty lounge. Such notice shall be posted at least
5 five (5) days prior to the vacancy being advertised. Any employee
6 may make application for such employment opportunity. Such
7 employee application shall be considered by the Board along with
8 other applicants for the vacancy.
9

ARTICLE XVII
Reassignment Procedure

10
11
12
13
14
15
16 The Board retains the right and responsibility to determine the
17 necessity to implement the reassignment of employee's responsibilities
18 within the AGWSR Community School District. Notice of
19 reassignment shall be forwarded to the affected employee on or
20 before May 15 preceding the school year in which the reassignment
21 shall be implemented, unless the need for such reassignment shall not
22 be known on such date. In this event notice shall be forwarded as
23 soon as reasonably possible.

ARTICLE XVIII
Compliance Clauses and Duration

1 A Cost

2
3 The expense of printing this Agreement shall be shared equally
4 by the AGWSR Community School District and the
5 Association. The Agreement shall be presented to all certified
6 employees now employed, hereafter employed, or considered for
7 employment by the School District.
8

9 B Notice

10
11 Whenever any notice is required to be given by either of the
12 parties to this Agreement to the other, pursuant to the
13 provisions of this Agreement, either party shall do so by letter
14 at the following designated addresses.
15

- 16 1. If by Association to the School District, at Superintendent's
17 Office, State Street, Ackley, Iowa 50601
18
19 2. If the School District to the Association, at AGWSR E. A.
20 President, Ackley, Iowa 50601.
21

22 C Separability

23
24 If any provision of this Agreement is found to be contrary to
25 law, then such provision shall not be deemed valid and
26 subsisting except to the extent permitted by law. The School
27 District and Association shall enter into negotiations to replace
28 said provision. The remaining Articles, Sections, and clauses
29 shall remain in full force and effect.
30

31 D The Agreement shall remain in force and effect from July 1, 2007,
32 and shall continue in effect until June 30, 2008.

ARTICLE XIX

Phase II Monies

Phase II Disclaimer

If due to Legislative (State) Action, the Phase II Dollars are reduced, there will be an adjustment on the salary schedule equal to the amount of lost Phase II Dollars.

Salary Schedule
A-GWSR Community School District
2007-2008

4% Vertical Increment							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	27430	28230	29030	29830	30630	31430	
2	28527	29327	30127	30927	31727	32527	
3	29624	30424	31224	32024	32824	33624	
4	30722	31522	32322	33122	33922	34722	
5	31819	32619	33419	34219	35019	35819	
6	32916	33716	34516	35316	36116	36916	
7	34013	34813	35613	36413	37213	38013	
8	35110	35910	36710	37510	38310	39110	
9	36208	37008	37808	38608	39408	40208	
10	37305	38105	38905	39705	40505	41305	
11	38402	39202	40002	40802	41602	42402	
12	39499	40299	41099	41899	42699	43499	
13	40596	41396	42196	42996	43796	44596	
14	41196	42494	43294	44094	44894	45694	
15	41196	43094	43894	45191	45991	46791	
16	41196	43094	43894	45791	47088	47888	
17	41196	43094	43894	45791	47688	48985	
18	41196	43094	43894	45791	47688	49585	
19	41196	43094	43894	45791	47688	49585	
20	41196	43094	43894	45791	47688	49585	
21	41196	43094	43894	45791	47688	49585	
22	41196	43094	43894	45791	47688	49585	
23	41196	43094	43894	45791	47688	49585	
24	41196	43094	43894	45791	47688	49585	
25	41196	43094	43894	45791	47688	49585	

SCHEDULE "B"
Supplemental Pay

1	The following percentages are on the BA column.		
3			
4	Football:		
5	Head Coach		12%-BA Step
6	Assistant Coach		8%-BA Step
7			
8	Basketball:		
9	Boys Head Coach		12%-BA Step
10	Boys Junior Varsity		8%-BA Step
11	Girls Head Coach	12%-BA Step	
12	Girls Junior Varsity		8%-BA Step
13			
14	Wrestling:		
15	Head Coach		12%-BA Step
16	Assistant Coach		8%-BA Step
17			
18	Volleyball:		
19	Head Coach		10%-BA Step
20	Assistant Coach		6%-BA Step
21			
22	Track:		
23	Boys Head Coach		8%-BA Step
24	Boys Assistant Coach		6%-BA Step
25	Girls Head Coach	8%-BA Step	
26	Girls Assistant Coach		6%-BA Step
27			
28	Golf:		
29	Boys Head Coach		8%-BA Step
30	Girls Head Coach	8%-BA Step	
31			
32	Junior High Coaching:		
33	Football or Volleyball		4%-BA Step
34	Basketball or Wrestling		6%-BA Step
35	Track		4%-BA Step
36	Baseball or Softball		4%-BA Step
37			
38	Summer Baseball:		
39	Head Coach		12%-BA Step
40	Assistant Coach		8%-BA Step
41			
42	Girls Summer Softball:		
43	Head Coach		12%-BA Step
44	Assistant Coach		8%-BA Step
45			
46	Tennis:		
47	Head Coach		8%-BA Step

Schedule "B"

Supplemental Pay (2)

1	Instrumental Music	10%-BA Step
2	Vocal Music	10%-BA Step
3	Jr. High Vocal Music	4%-BA Step
4	Cheerleader Sponsor	4%-BA Step
5	Dramatics Coach	3%-BA Step
6	Speech Director	6%-BA Step
	Asst. Speech Coach	4%-BA Step
7	Head Junior Class Sponsor	3%-BA Step
8	Assistant Junior Class Sponsor (Ind. Arts, Home Economics)	1.5%-BA Step
9	Fall Concession Manager	3%-BA Step
10	Winter Concession Manager	3%-BA Step
11	Summer Concession Manager	3%-BA Step
12	Yearbook Sponsor	5%-BA Step
13	Assistant Yearbook	2%-BA Step
14	School Newspaper	4%-BA Step
15	National Honor Society Sponsor	3%-BA Step
16	Student Council	3%-BA Step
17	FFA Sponsor	5%-BA Step
18	FCCLA Sponsor	5%-BA Step
19	Musical	
20	Vocal Director	3%-BA Step
21	Drama Director	3%-BA Step
22	Pit Band	2%-BA Step
23	Drill Team	3%-BA Step
24	Color Guard	2%-BA Step

AGWSR EDUCATION ASSOCIATION

BY Amanda Post
Carla Venter
President

BY Sheryl Areh
Chief Negotiator

AGWSR COMMUNITY
SCHOOL DISTRICT BOARD OF EDUCATION

BY [Signature]
President

BY [Signature]
Superintendent

Dated this _____ day of _____ 20____